by a building arranged for two families, though with a common front door. *Schadt* v. *Brill,* 173 Mich. 647, 139 N. W. 878, commented upon in 11 MICH. L. REV. 521.

DESCENT AND DISTRIBUTION—EFFECT OF MURDER BY HEIR.—One who murders at the same time his mother, father and sister *held* entitled by descent to their estate, he being the heir under the statutes of descent and distribution. *Wall* v. *Pfanschmidt* (Ill. 1914), 106 N. E. 785.

For a discussion of this question see 7 MICH. L. REV. 160, where the cases in the United States prior to that time are reviewed. Besides the principal case two cases bearing directly upon this point have been decided since. *Gollnik* v. *Mengel,* 112 Minn. 349, 128 N. W. 292; *Holloway* v. *McCormick,* 38 Okla. —, 136 Pac. 1111, both of which adhere to the doctrine of the principal case, which is the weight of authority. In *Gollnik* v. *Mengel,* supra, there was a dissenting opinion by Justice JAGGARD in which he says he prefers to follow the opinion of Justice ELLIOTT in *Wellner* v. *Eckstein,* 105 Minn. 444, 117 N. W. 830. The prevailing opinion is by Justice O'BRIEN who has succeeded Justice ELLIOTT since the decision in *Wellner* v. *Eckstein.* There is a concurring opinion by Justice LEWIS in which he takes the view that if the murder is in the first degree, then the murderer should not inherit. But since in this case the murder was in the second degree he concurs in the decision. In 1912 the Supreme Court of California held that one convicted of manslaughter did not lose his inheritance under a statute providing that one convicted of murder should not inherit from the victim. *In re Kirby's Estate,* 162 Calif. 91, 121 Pac. 370. The court adopts the strict legal definition of murder thereby excluding manslaughter. The case of *Burns* v. *Cope,* (Ind. 1914), 105 N. E. 471, affords an example of recent legislative action on this subject.

EASEMENTS—EFFECT OF SEVERANCE OF PROPERTY ON WAY OF NECESSITY.—Where an owner of land granted to a railroad company a right of way which bisected his property, the way of necessity across the tracks which was reserved by implication is an easement running with the land and passes to successive grantees; but, unless established as a prescriptive right, in case the ownership of the two parcels is severed, the easement is destroyed. *Vandalia R. Co.* v. *Furnas* (Ind. 1914), 106 N. E. 401.

There is a conflict in the authorities as to the effect of severance of ownership upon an easement of passageway of the character considered in the principal case. Some hold that where lands were severed by the right of way of a railroad and the ownership of the several parts was afterwards severed, the right to the easement is not transmitted to the grantees. *Marino* v. *Central R. R. Co. of N. J.,* 69 N. J. Law 628. Still others hold that upon a severance of ownership the easement would attach to each separate tract. *Rathbun* v. *N. Y., N. H. & H. R. Co.,* 20 R. I. 60; *Swan* v. *Burlington C. R. & N. R. R.,* 72 Ia. 650. The conclusion in the principal case would seem to be sound; the easement arises because of a necessity or quasi necessity, that

of free and convenient access from one part of the farm to the other, and should last only so long as the necessity which gave the right its birth. *Scott* v. *Moore,* 98 Va. 668; *Marino* v. *Central R. R. Co.,* supra.

EVIDENCE — VARYING WRITTEN CONTRACT BY PAROL EVIDENCE. — Plaintiff sues to recover the price of outside building material furnished the defendant in pursuance of what appeared on its face to be a complete and valid written contract. At the same time another contract, also complete and valid on its face, was executed wherein the plaintiff agreed to furnish and erect certain inside material for the defendant at a stated consideration. The trial court admitted evidence offered by the defendant to show that the outside material specified in the writing sued upon was to be furnished without charge in consideration of his entering into the second contract for inside material, and that the amount paid for the latter was the consideration for both, also that he signed the writing only to enable the plaintiff to meet some trade requirement. *Held* (two justices dissenting) that this was error because the parol evidence varied the terms of a written contract. *Kinnear & Gager Mfg. Co.* v. *Miner* (Vt. 1914), 92 Atl. 459.

The rule is well established that parol evidence is inadmissible to vary or contradict the terms of a valid written instrument. *Muhlig* v. *Fiske,* 131 Mass. 110; *Cook* v. *First Nat. Bank,* 90 Mich. 214; *Snowdon* v. *Guion,* 101 N. Y. 458; *Bast* v. *Bank,* 101 U. S. 93. But the rule is inapplicable to two general classes of cases. First. Those cases in which parol evidence is received to show that that which purports to be a valid written contract is in fact no contract at all, as where some condition precedent to the inception of the obligation has not been performed. *Pym* v. *Campbell,* 6 El. & Bl. 370; *Kelly* v. *Oliver,* 113 N. C. 442; *Wilson* v. *Powers,* 131 Mass. 539; *Ada Dairy Assn.* v. *Mears,* 123 Mich. 470. Second. When the writing in question does not purport to contain all of the stipulations between the parties, parol evidence is admissible to show such additional stipulations as are not inconsistent with the writing. *Thomas* v. *Scutt,* 127 N. Y. 133; *Hutchinson Mfg. Co.* v. *Pinch,* 107 Mich. 12. But the principal case does not involve the question of partial integration, for this is not an attempt on the part of the defendant to show an extrinsic agreement dealing with a subject in reference to which the parties have no written evidence, for there is a written contract for the inside material which, however, is silent as to the alleged agreement. Since, therefore, the parties have expressly dealt with the matter in the written contract that contract should be conclusive. *Stein* v. *Fogarty,* 4 Ida. 702; *Mumford* v. *Tolman,* 157 Ill. 258; *Seitz* v. *Brewers Machine Co.,* 141 U. S. 510. The effect of the defendant's evidence was to show that a writing purporting on its face to be an independent, complete contract was in fact not so because of a condition subsequent not contained in the writing. Such evidence is so inconsistent with the writing sued upon that it virtually abrogates the contract which it evidenced. The decision of the court excluding the evidence would, therefore, seem to be sound. *Conner* v. *Carpenter,* 28 Vt. 237; *Aultman & Taylor* v. *Gorham,* 87 Mich. 233; *Foster* v. *Jolly,* 1 C. M. & R. 703.